

**Neifeld Docket No:** PIP-81-TRAUU-US

Application/Patent No: 09/998,941

USPTO CONFIRMATION NO: 5918

File/Issue Date: 11/15/2001

Inventor/title: Trauth/Customer Complaint Alert System and Method

Examiner/ArtUnit: Meinecke Diaz/3694

**37 CFR 1.7(c) FILING RECEIPT AND TRANSMITTAL LETTER WITH  
AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT**

1. **THE COMMISSIONER IS HEREBY AUTHORIZED TO CHARGE ANY FEES WHICH MAY BE REQUIRED, OR CREDIT ANY OVERPAYMENT, TO DEPOSIT ACCOUNT NUMBER 50-2106.**

2. **FEES PAID HEREWITH BY EFS CREDIT CARD SUBMISSION \$:** None

3. **THE FOLLOWING DOCUMENTS ARE SUBMITTED HEREWITH:**

37 CFR 41.41 REPLY BRIEF (3 pages)

4. **FOR INTERNAL NEIFELD IP LAW, PC USE ONLY**

USPTO CHARGES \$: 0 CLIENT BILLING MATTER: BANK ACCOUNT/Check: 6/ G/L ACCOUNT: 5010	FIRM FEE CHARGES \$: DESCRIPTION: FIRM CHARGE FOR LAWYER:
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INITIALS OF PERSON WHO **ENTERED** ACCOUNTING DATA: BTM

ATTORNEY SIGNATURE (AUTHORIZING DEPOSIT ACCOUNT)

**DATE:** 7/3/2007

**SIGNATURE:** /RichardNeifeld#35,299/

Printed: July 3, 2007 (2:57pm)

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37 CFR 41.41 REPLY BRIEF

ASSISTANT COMMISSIONER FOR PATENTS

ALEXANDRIA, VA 22313

Sir:

In response to the examiner's answer mailed May 9, 2007, the appellant files this reply brief.

On page 13 lines 1-2 of the examiner's answer, the examiner stated that:

“First, it should be noted that “promptly” (or any synonym thereof) is only recited in claims 20-21.”

In response, the applicant points out that:

Claim 1 recites “automatically” four times; claims 2-7 and 32 each depend from claim 1.

Claim 8 recites “upon receiving”; claims 9-14 each depend from claim 8.

Claim 15 recites “automatically” three times.

Claim 16 recites “automatically”.

Claim 17 recites “promptly”; claims 18 and 19 each depend from claim 17.

Claim 20 recites “promptly”; claim 21 depends from claim 20.

Claim 22 recites “promptly”; claims 23-27 each depend from claim 22.

Claim 28 recites “automatically” and “promptly”; claims 29-31 each depend from claim 28.

Claim 33 recites “automatically” four times.

Promptly and automatically define different limitations. However, the appellant includes recitations of both here in view of the examiner's apparent implication that they are synonymous.

On page 13 lines 4-7 of the examiner's answer, the examiner stated that:

The fact that Bayer utilizes an electronic system including a customer controller to more proactively address customer complaints (as seen in paragraph 27) implies that Bayer's system operates automatically and promptly (e.g., more expeditiously than prior art customer feedback systems in the related art).

In response, regarding responding to customer complaints, Bayer paragraph 27 states that:

If the employee has particular complaints or comments which require further resolution, the customer service controller ensures that this is done properly. The customer service controller also may function to communicate complaints or other feedback to individual travel service providers, and may also act as an electronic message board, posting comments for other employees to review. The result is a system which allows corporate travel groups to proactively

manage the relationship with individual travel service providers and to ensure that employee-travelers are satisfied with the services that are provided.

Bayer paragraph 27 discloses that complaints may be communicated to individual travel service providers. However, nothing in this passage nor any part of Bayer paragraph 27 teaches either automatically or promptly creating and transmitting a message to an employee in response to either receiving or storing customer feedback.

The examiner makes a misguided conclusion that Bayer's disclosure of "a system which allows corporate travel groups to proactively manage the relationship with individual travel service providers" implies that Bayer's system operates "automatically and promptly". "Proactive" in Bayer paragraph 27 refers to corporate travel groups being able to communicate complaints and other feedback to travel service providers; and to posting comments on an electronic message board for other employees of corporate travel groups to review.

The remainder of the examiner's answer reiterates the arguments in the office action appealed from. The remainder of the examiner's answer contains no new arguments.

In response, the applicant notes that the examiner's arguments in the remainder of the examiner's answer are addressed in the appeal brief.

7/3/2007

Date

Respectfully Submitted,

/RichardNeifeld#35,299/

Richard A. Neifeld, Ph.D.

Registration No. 35,299

Attorney of Record

BTM/ran

Date/Time: July 3, 2007 (2:57pm)

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